



Commonwealth of Kentucky
Transportation Cabinet
Frankfort, Kentucky 40622

James C. Codell, III
Secretary of Transportation


Paul E. Patton
Governor

Clifford C. Linkes, P.E.
Deputy Secretary

MEMO

Date: January 28, 2003

To: Bob Lewis
Division of Construction

From: Rick Stansel 
Division of Contract Procurement

Re: Robertson County -PCN 020726
HCBP 3000 (446)
D L Braughler Company, Inc.

Accompanying this memo is your copy of the Detailed Plan/Subcontract Requests, SubContract Agreements and Certificates of Insurance for this project. The established goal for this project was 5%. Contract Procurement has reviewed and approved 5.09%. A work order was issued January 23, 2003.

CC: Dexter Newman
Anna Patterson



KENTUCKY TRANSPORTATION CABINET
"PROVIDE A SAFE, EFFICIENT, ENVIRONMENTALLY SOUND, AND FISCALLY RESPONSIBLE TRANSPORTATION SYSTEM
WHICH PROMOTES ECONOMIC GROWTH AND ENHANCES THE QUALITY OF LIFE IN KENTUCKY."
"AN EQUAL OPPORTUNITY EMPLOYER M/F/D"

OK
2-3-03

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

Rev. 06/11/02

Page 1 of 3

PROJECT CODE NO : 020726

DBE Firm/Subcontract # : 1

TO :

Rick Stansel

Executive Director Division of Contract Procurement

FROM :

D. L. Braughler Company, Inc.

Prime Contractor

SUBJECT :

Robertson HCBP 3000 (446)

County

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:

Karsner Construction Company, Inc. of 1009 Twilight Trail; Frankfort, Kentucky 40601

DBE Employer Identification Numbers: Federal 61-087829 KY 051752

The amount to be subcontracted by this request is DBE \$16,423.00 or 5.09% Contract \$14,899.15 or 4.62% of the

(original contract) or a subcontract amount of \$322,604.90

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

DBE Amount

DBE %

Contract "Worth"

Amount

Contract %

None

Totals based on original contract Amounts

0

0

0

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number A: Gen.Liab., Umbrella Liab., Equip. #33.236911-10E & A: Auto #CON31431050 with

B: Work.Comp. #WZZ4590053

A: Motorist Mutual & B:ABC

which expires on 25 May 2003

Name of Insurance Company

Date

David L. Braughler, Pres,

13 January 2003

Prime Contractor's Signature

Date

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35 DBE
Rev. 04/16/02

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Project Code Number (PCN) 020726 Prime D.L. Braughler Co., Inc. DBE Firm Karsner Const. Co., Inc.

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

DBE Participation Non-Pay Estimates Work Items

Description	Total Contract Quantity	Unit	DBE Unit Price	Dollar Amount based on DBE Price	Comments
Concrete - Class A	13.40	C.Y.	\$900.00	\$12,060.00	
Concrete - Class B	0.40	C.Y.	900.00	360.00	
Steel Reinforcement	883	LBS.	1.00	883.00	Material By Braughler
Concrete Removal	7.80	C.Y.	400.00	3,120.00	Hoe-ram Work By Braughler

Page Total

\$16,423.00

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

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Project Code Number (PCN): 020726 DBE Firm

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
A001	1	Concrete - Class A	CU YD	13.40	\$780.00	\$10,452.00	13.40	\$900.00	\$12,060.00
A002	2	Concrete - Class B	CU YD	0.40	1,000.00	400.00	0.40	900.00	360.00
A003	3	Steel Reinforcement	LB	883	1.05	927.15	883	1.00	883.00
A014	14	Concrete Removal	CU YD	7.80	400.00	3,120.00	7.80	400.00	3,120.00

SUBCONTRACTOR

SUBCONTRACT

Job No. _____

Subcontract No. 1THIS AGREEMENT, made this 27 th day of December2002Karsner Construction Company, Inc.
(Subcontractor)111 Steele Street by and between
(Address) 1009 Twilight Trail
Bldg D Box 11

Frankfort, Kentucky 40601

D. L. Braughler Company, Inc.

hereinafter called the Subcontractor, and
1018 West Main Street;

(Contractor)

(Address)

Morehead, Kentucky 40351

hereinafter called the Contractor,

WITNESSETH:

Section 1. Contract Documents. The Subcontractor agrees to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform all work set forth in Section 2 hereof in connection with the construction of Johnson Creek Covered Bridge; Robertson County; Project Number FD52 101 CVRD BRIDGE

for Kentucky Transportation Cabinet hereinafter called the Owner, at Frankfort, Kentucky, in accordance with the terms and provisions of the contract between the Owner and the Contractor bid 20 December 2002, including all the General and Special Conditions, Drawings, Specifications and other documents forming or by reference made a part of the contract between the Contractor and the Owner, all of which shall be considered part of this Subcontract by reference thereto, and the Subcontractor agrees to be bound to the Contractor and the Owner by the terms and provisions thereof.

Section 2. Scope of Work. The Subcontractor agrees to perform the following described work:

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Concrete - Class A	13.40	CU YD	\$900.00	\$12,060.00
2	Concrete - Class B	0.40	CU YD	900.00	360.00
3	Steel Reinforcement place only; material furnished by others	883.00	LB	1.00	883.00
14	Concrete Removal handwork only; sawing & trimming	7.80	CU YD	400.00	3,120.00
TOTAL					\$16,423.00

The Subcontractor shall furnish Performance and Payment Bond in an amount equal to the full Subcontract price. Such bond shall be on a form furnished by, and with a surety satisfactory to, the Contractor.

When the Subcontractor does not install all material furnished under this Subcontract, such material as is not installed is to be delivered F.O.B. job site

Section 3. Payment. (a) The Contractor agrees to pay the Subcontractor for the performance of this Subcontract, as specified herein, as described in the above Section 2

subject to additions and deductions for changes agreed upon or determined, as hereinafter provided. Partial payments will be made to the Subcontractor each month in an amount equal to 100 per cent of the value, computed on the basis of the prices set forth above, of the quantity, as estimated by the Architect or Engineer, of the work performed hereunder, less the aggregate of previous payments, but such partial payments shall not become due to the Subcontractor until 10 days after the Contractor receives payment for such work from the Owner. If the Contractor receives payment from the Owner for less than the full value of materials delivered to the site but not yet incorporated into the work, the amount due to the Subcontractor on account of such materials delivered to the site shall be proportionately reduced. No partial payment to the Subcontractor shall operate as approval or acceptance of work done or materials furnished hereunder. Upon complete performance of this Subcontract by the Subcontractor and final approval and acceptance of Subcontractor's work and materials by the Owner, the Contractor will make final payment to the Subcontractor of the balance due to him under this Subcontract within seven days after full payment for such work and materials has been received by the Contractor from the Owner.

(b) If at any time prior to final payment hereunder the Owner reduces the amount of retainage withheld from the Contractor, the Contractor may, in its sole discretion, with the consent of the Subcontractor's surety, reduce accordingly the retained percentage withheld from the Subcontractor.

(c) The Contractor may deduct from any amounts due or to become due to the Subcontractor any sum or sums owed by the Subcontractor to the Contractor; and in the event of any breach by the Subcontractor of any provision or obligation of this Subcontract, or in the event of the assertion by other parties of any claim or lien against the Contractor or the premises arising out of the Subcontractor's performance of this Subcontract, the Contractor shall have the right to retain out of any payments due or to become due to the Subcontractor an amount sufficient to completely protect the Contractor from any and all loss, damage or expense therefrom, until the situation has been satisfactorily remedied or adjusted by the Subcontractor.

Section 4. Changes. The Contractor may at any time by written order of Contractor's authorized representative, and without notice to the Subcontractor's sureties, make changes in, additions to and omissions from the work to be performed and materials to be furnished under this Subcontract, and the Subcontractor shall promptly proceed with the performance of this Subcontract as so changed. Any increase or decrease in the Subcontract price resulting from such changes shall be agreed upon in writing by the parties hereto. Any claim for adjustment of the subcontract price under this Section must be made in writing within ten days from the date such changes are ordered. The Subcontract price shall be equitably adjusted on account of any such changes, subject to any applicable provisions of the contract between the Contractor and the Owner.

Section 5. Prosecution of Work. (a) The Subcontractor shall furnish all labor, supervision, tools, equipment, materials and supplies necessary for the performance of this Subcontract in a proper, efficient and workmanlike manner. The Subcontractor shall prosecute the work undertaken in a prompt and diligent manner whenever such work, or any part of it, becomes available, or at such other time or times as the Contractor may direct, and so as to promote the general progress of the entire construction, and shall not, by delay or otherwise, interfere with or hinder the work of the Contractor or any other subcontractor. Any materials that are to be furnished by the Subcontractor hereunder shall be furnished in sufficient time to enable the Subcontractor to perform and complete his work within the time or times provided for herein. The Subcontractor agrees to reimburse the Contractor for any and all liquidated damages that may be assessed against and collected from the Contractor which are attributable to or caused by the Subcontractor's failure to furnish the materials and/or perform the work required by this Subcontract within the time fixed or in the manner provided for herein, and in addition thereto, agrees to pay to the Contractor such other or additional damages as the Contractor may sustain by reason of such delay by the Subcontractor. The payment of such damages shall not release the Subcontractor from his obligation to otherwise fully perform this Subcontract. Upon written request by the Contractor, the Subcontractor shall furnish to the Contractor such evidence as the Contractor may require relating to the Subcontractor's ability to fully perform this Subcontract in the manner and within the time specified herein.

(b) In the event the Subcontractor fails to comply or becomes disabled from complying with the provisions herein as to character or time of performance, and the failure is not corrected within five days after written request by the Contractor to the Subcontractor, the Contractor, by subcontract or otherwise, may without prejudice to any other right or remedy, take over and complete the performance of this Subcontract at the expense of the Subcontractor, or without taking over the work, may furnish the necessary materials and/or employ the workmen necessary to remedy the situation at the expense of the Subcontractor. If the Contractor takes over the work pursuant to this paragraph it is specifically agreed that the Contractor may take possession of the premises and of all materials, tools and equipment of the Subcontractor at the site for the purpose of completing the work covered by this Subcontract.

(c) It is agreed that the Subcontractor shall be considered as disabled from so complying whenever a petition in Bankruptcy or for the appointment of a receiver is filed against him.

Section 6. Delays. (a) In the event the Subcontractor's performance of this Subcontract is delayed or interfered with by acts of the Owner, Contractor or other subcontractors, he may request an extension of the time for the performance of same, as hereinafter provided, but shall not be entitled to any increase in the Subcontract price or to damages or additional compensation as a consequence of such delays or interference, except to the extent that the prime contract entitles the Contractor to compensation for such delays and then only to the extent of any amounts that the Contractor may, on behalf of the Subcontractor, recover from the Owner for such delays.

(b) No allowance for an extension of time, for any cause whatever, shall be claimed by, or made to, the Subcontractor unless the Subcontractor shall have made written request upon the Contractor for such extension within forty-eight hours after the cause of such extension occurred, or, if the contract between the Contractor and Owner provides for a shorter period, within sufficient time to permit the Contractor to give notice to the Owner within the time allowed by the prime contract for such notice.

(c) No allowance of an extension of time shall, in any event, be made to the Subcontractor for delay by the Subcontractor in preparing drawings or in securing approval of the Architect or Engineer thereto when such drawings are not properly prepared or when the Subcontractor by the exercise of reasonable diligence and judgment could have anticipated and avoided the delay.

~~**Section 7. Labor.** The Subcontractor, in connection with all work covered by this Subcontract, shall comply with and be bound by any labor agreements executed by the Contractor or on Contractor's behalf to the extent that the provisions of such agreements apply to subcontractors. Failure at any time to comply with any of the provisions of such agreements will, at the option of the Contractor, be cause for immediate termination of this Subcontract for default and the Contractor shall have all of the rights contained in Section 6 with regard to such termination. If, by reason of strikes, picketing or disputes of any nature between the Subcontractor and any individual group or organization, this Subcontractor should be persistently, repeatedly, or for a period of five (5) consecutive days, unable to supply enough properly skilled workmen or proper materials to execute the work defined in this Subcontract, then the Contractor may terminate the Subcontract for default and proceed in accordance with Section 6 hereto.~~

Section 8. Approvals. All drawings of the Subcontractor shall be submitted for approval of the Architect or Engineer through the Contractor and all other communications between the Subcontractor and the Architect, Engineer or Owner with respect to work to be performed under this Subcontract shall be transmitted through the Contractor.

Section 9. Insurance. (a) The Subcontractor shall provide and maintain Workmen's Compensation and Employer's Liability Insurance for the protection of his employees, as required by law of an employer. The Subcontractor shall also provide and maintain in full force and effect during the term of this Subcontract insurance (including but not limited to insurance

covering the operation of automobiles, trucks and other vehicles) in a company satisfactory to the Contractor, protecting the Subcontractor, the Owner and the Contractor against liability from damages because of injuries, including death, suffered by persons other than employees of the Subcontractor and liability from damages to property, arising from and growing out of the Subcontractor's operations in connection with the performance of this Subcontract.

(b) Such insurance covering personal injuries or death shall be in the sum of not less than \$100,000 for one person and not less than \$300,000 for a single accident, and the insurance covering damage to property shall be in the sum of at least \$100,000 for one accident and \$300,000 aggregate. Written proof satisfactory to the Contractor of compliance with the requirements of this section shall be furnished to the Contractor before any work is performed under this Subcontract. Such proof of insurance shall provide for 10 days written notice to the Contractor prior to the cancellation or modification of any insurance referred to therein.

Section 10. Indemnification. The Subcontractor further specifically obligates himself to the Contractor in the following respects, to-wit: (a) To indemnify the Contractor against and save him harmless from any and all claims, suits, liability, expense or damage for any alleged or actual infringement or violation of any patent or patent right, arising in connection with this Subcontract and anything done thereunder; (b) To indemnify the Contractor against and save him harmless from any and all claims, suits or liability for injuries to property, injuries to persons including death, and from any other claims, suits or liability on account of any act or omission of the Subcontractor, or any of his officers, agents, employees or servants; (c) To pay for all materials furnished and work and labor performed under this Subcontract, and to satisfy the Contractor thereon whenever demand is made, and to indemnify the Contractor and the Owner against and save them and the premises harmless from any and all claims, suits or liens therefor by others than the Subcontractor; (d) To obtain and pay for all permits, licenses and official inspections made necessary by his work, and to comply with all laws, ordinances and regulations bearing on his work and the conduct thereof; (e) The Subcontractor warrants and guarantees the work and materials covered by this Subcontract and agrees to make good, at his own expense, any defect in materials or workmanship which may occur or develop prior to the Contractor's release from responsibility to the Owner therefor; (f) The Subcontractor assumes toward the Contractor all the obligations and responsibilities that the Contractor assumes toward the Owner, as set forth in the Contract, General and Special Conditions, Drawings, Specifications and other Documents hereinabove referred to, insofar as applicable, generally or specifically, to the materials to be furnished and the work to be performed under this Subcontract.

And the Subcontractor shall indemnify the Contractor and the Owner against, and save them harmless from, any and all loss, damage, costs, expenses and attorneys' fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this Subcontract.

Section 11. Possession Prior to Completion. Whenever it may be useful or necessary for the Contractor to do so, the Contractor shall be permitted to occupy and/or use any portion of the work which has been either partially or fully completed by the Subcontractor before final inspection and acceptance thereof by the Owner, but such use and/or occupation shall not relieve the Subcontractor of his guarantee of said work and materials nor of his obligation to make good at his own expense any defect in materials and/or workmanship which may occur or develop prior to Contractor's release from responsibility to the Owner.

Section 12. Other Contracts. It is understood and agreed that the work provided for in this Subcontract constitutes only a part of the work being performed for the Owner by the Contractor and other subcontractors. The Subcontractor, therefore, agrees to perform the work called for in this Subcontract in such a manner that he will not injure, damage or delay any other work performed by the Contractor or any other subcontractor, and further agrees to pay the Contractor for any damage or delay that may be caused to such other work by the Subcontractor or by his agents or employees.

Section 13. Independent Contractor. The Subcontractor specifically agrees that he is, or prior to the start of work hereunder will become, an independent contractor and an employing unit subject as an employer to all applicable Unemployment Compensation statutes so as to relieve the Contractor of any responsibility or liability for treating Subcontractor's employees as employees of the Contractor for the purpose of keeping records, making reports and payment of Unemployment Compensation taxes or contributions; and the Subcontractor agrees to indemnify and hold the Contractor harmless and reimburse it for any expense or liability incurred under said statutes in connection with employees of the Subcontractor, including a sum equal to benefits paid to those who were Subcontractor's employees, where such benefit payments are charged to the Contractor under any Merit Plan or to his individual Reserve Account pursuant to any state unemployment compensation statute.

Section 14. Compliance with Law. The Subcontractor further agrees as regards (a) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment; (b) the hire, tenure or conditions of employment of employees and their hours of work and rates of and the payment of their wages, and (c) the keeping of records, making of reports, and the payment, collection, and/or deduction of Federal, State and local taxes and contributions, that the Subcontractor will keep and have available all necessary records and make all payments, reports, collections and deductions, and otherwise do any and all things so as to fully comply with all Federal, State and local laws, ordinances and regulations in regard to any and all said matters insofar as they affect or involve the Subcontractor's performance of this Subcontract, all so as to fully relieve Contractor from and protect it against any and all responsibility or liability therefor or in regard thereto.

Section 15. Safety. In the performance of this subcontract the Subcontractor shall, at no additional cost to the Contractor, comply with the Contractor's safety rules and regulations.

Section 16. Protection of Work. The Subcontractor specifically agrees that he is responsible for the protection of his work until final completion and acceptance thereof by the Owner and that he will make good or replace, at no expense to the Contractor or the Owner, any damage to his work which occurs prior to said final acceptance.

Section 17. Architect - Engineer. The words "Architect or Engineer" as used herein refer to the person appointed by the Owner to supervise the work of the Contractor on behalf of the Owner.

Section 18. Assignment. The Subcontractor shall not, in whole or in part, assign or sublet this Subcontract or the proceeds thereof without the written consent of the Contractor.

Section 19. Specific Provisions Inserted. The attachment hereto of specific provisions of the Contract between the Contractor and the Owner is for purposes of emphasis or to comply with applicable law or regulations and is not to be construed as an exclusion of other provisions of that contract.

Section 20. Prior Understanding or Representations. The Contractor assumes no responsibility for any understanding or representations made by any of its officers or agents prior to the execution of this Subcontract, unless such understanding or representations by the Contractor are expressly stated in the Subcontract.

Section 21. Captions. The captions at the beginning of each Section of this Subcontract are for convenience only and are to be given no weight in construing the provisions of this Subcontract.

Section 22. Additional Provisions. (Attach additional pages if necessary.)

Section 7; Labor. This section has been voided from this Subcontract.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract by their proper officers or duly authorized agents.

D. L. BRAUGHLER COMPANY, INC.

By

David L. Braugher
Contractor
David L. Braugher, Pres.
Print Name

KARSNER CONSTRUCTION COMPANY, INC.

By

Martel Karsner
Subcontractor
MARTEL KARSNER
Print Name

Sworn and Subscribed before me this

30th day of December, 2002.

Julia McClurg

NOTARY PUBLIC

My commission expires 9th September 2005

Sworn and Subscribed before me this

30th day of December, 2002

Wanda Strong

NOTARY PUBLIC

My commission expires July 17, 2006

Kentucky Transportation CabinetDivision of Contract Procurement
Report of Current Certificate Status

Printed From RE-VIEW software

2/03/2003

CERTIFICATE: 2002 B 00240-005 2. RENEWAL

Approved: 4/18/2002 Expires: 12/31/2002 Lapse Date (Expires + 120): 4/30/2003**KARSNER CONSTRUCTION COMPANY INC
1009 TWILIGHT TRAIL BUILDING D BOX 11
FRANKFORT KY 40601**

Approved Work Items

A GRADE AND DRAIN
E1 BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
E2 BRIDGES NOT MORE THAN 100 FT. CLEAR SPAN
F SIGNS
I26 BUILDINGS AND RELATED CONSTRUCTION
I27 DEMOLITION
I28 CONCRETE REPAIRS
I32 PAVEMENT MARKERS